NO TRANSFER TAX PAID

38-73

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WARRANTY DEED

030544

38-78 GREEN ACRES, INC. of of Waterville, County of Kennebec, State of Maine, for consideration paid, grants to LESTER T. 38-80 JOLOVITZ of 11 Oak Knoll Drive, Waterville, County of Kennebec, 42-164 State of Maine, with WARRANTY COVENANTS, the land in Waterville 42-181 and State of Maine, bounded and described as follows, to wit: Lots #1 and #2 of the Subdivision of Land of Lester T. Jolovitz 42-182

Lots #10 and #11 of Barnet Avenue Addition for Lester T. Jolovitz dated May 15, 1989 and recorded in Kennebec Registry of Deeds in File #D-89173.

dated May 23, 1983 and recorded in Kennebec Registry of Deeds in

File #E-83062.

Lots #32, #33, and #35 of Barnet Avenue Addition, Phase II dated February 9, 1990 and recorded in Kennebec Registry of Deeds in File #D-90108.

Being part of the premises conveyed by warranty deed to Green Acres, Inc. by Lester T. Jolovitz on July 13, 1993 and recorded in Kennebec Registry of Deeds in Book 4444, Page 204.

The conveyance of Lot #10 is made subject to a five (5) foot wide easement to the Waterville Sewerage District which easement is located on the easterly bound of Lot #10. Reference is made to Easements granted by Lester T. Jolovitz to Waterville Sewerage District dated May 21, 1990 and recorded in Kennebec Registry of Deeds in Book 3734, Page 245.

This conveyance is made subject, however, to the following restrictions, which will be binding upon the said grantee and all persons claiming or holding under said grantee:

- 1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.
- 2. That no house for more than one family and costing less than Forty Thousand Dollars (\$40,000.00 shall be built on Lots #1 and #2 and no house for more than one family and costing less than One Hundred Thousand Dollars (\$100,000.00) shall be built on Lots #10, #32, #33, and #35, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.
- 3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lots or any building thereon.

BwiL 12

4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

38-78

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5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.

42-164

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6. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.

42-181 42-182

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7. The grantor herein does not hold itself responsible for enforcement of the aforementioned restrictions.

witness my hand and seal on the 23 day of August ... 2002.

By: Lester T. Jolovitz, its President

WITNESS

STATE OF MAINE Kennebec, ss.

Personally appeared the above named Lester T. Jolovitz, President of Green Acres, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Green Acres, Inc.

Before me, July Public

James My Celibrity

Allung at law

RECEIVED KENNEBEC SS. 2002 SEP 23 AH 9: 00

ATTEST: Burgely Conting Stillers